

PROJECT LABOR AGREEMENT

FOR THE ANTIOCH UNIFIED SCHOOL DISTRICT'S MEASURE B FUNDED PROJECTS AT ANTIOCH HIGH SCHOOL

INTRODUCTION

This Project Labor Agreement ("Agreement") is entered into by and among the Antioch Unified High School District (hereafter, "the District"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa Building and Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions." The purpose of this Agreement is to promote efficiency of construction operations for the Antioch Unified School District's ("District") Measure B funded construction projects at Antioch High School (the "Projects"), as described in Addendum B hereto, and to provide for peaceful settlement of labor disputes and grievances without strikes and lockouts, thereby promoting the public interest in assuring the timely and economical completion of such Projects.

WHEREAS, the successful completion of the Projects is of the utmost importance to the District;

WHEREAS, workers of various skills will be required in the performance of the construction work relating to the Projects, including those to be represented by the Unions affiliated with the Contra Costa Building and Construction Trades Council;

WHEREAS, it is recognized that on a Project of this size with the potential for multiple contractors and bargaining units on the job site at the same time over an extended period of time, the possibility for work disruption exists without an overriding commitment to maintain continuity of work;

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work for the Projects proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work;

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s) and represented by the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement;

WHEREAS, the Parties agree that one of the primary purposes of this Agreement is to encourage the hiring of local residents and the development of programs for the recruitment, training and employment of District graduates and local area residents, and recognizing the

ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry;

WHEREAS, the Parties agree that another one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project;

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Projects to the extent a legally binding agreement exists between the Contractor/Employer(s) and the applicable Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail;

WHEREAS, the contracts for the construction of the Projects will be awarded in accordance with various provisions of California law including applicable provisions of the California State Public Contract Code, the California Education Code and AB 1000;

WHEREAS, the District has the absolute right to select the lowest reliable and responsible bidder for the award of construction contracts or the "Best Value" submission for Design-Build contracts or for Lease Lease-back contracts for the Projects on the Program; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Projects.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "District" means the Antioch Unified School District and the administrative staff under its Superintendent.
- 1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which are subject to the Agreement.

1.4 “Construction Contract” means the public works or improvement contracts, including competitively bid contracts, design-build contracts, and Lease Lease-back contracts which have been signed by the District and which are necessary to complete the Projects.

1.5 “Projects” means the District’s capital improvement program at Antioch High School, funded by the District’s Measure B Bond Program and on an individual basis, includes any work of improvement that has a total minimum value of one million dollars (\$1,000,000) or more. The District and the Council may mutually agree in writing to add additional components to the Projects covered by this PLA.

1.6 “Measure B” means that general obligation bond program undertaken by the District following the District’s successful election held on Tuesday, November 6, 2012.

1.7 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council, AFL-CIO (“Council”) and all affiliated unions (“Signatory Unions”).

1.8 “Program Manager” means the business entity designated by the District to oversee all phases of construction on one or more applicable Projects.

1.9 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft union signatory hereto.

1.10 “Council” means the Contra Costa Building and Construction Trades Council.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employers performing construction contracts on the Projects (including subcontractors at any tier that are subject to Prevailing Wage Requirements), where such work is traditionally covered by a collective bargaining agreement with a Union, the District, and the Contra Costa Building and Construction Trades Council, AFL-CIO (“Council”) and its affiliated Unions (“Signatory Unions”) acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

2.2 Project Description: The Agreement shall govern the award of all construction contracts identified by the District as part of the Program. Addendum B, attached to this Agreement and incorporated herein by reference, is a list of construction projects, all at the District’s Antioch High School, anticipated to be covered by this Agreement. The District has the absolute right to combine, consolidate, add, or cancel Project(s) or portion of Project(s) identified as part of the Projects. Should the District remove any Project listed in Addendum B from the Projects and thereafter authorize that construction work be commenced on the Project utilizing Measure B funds, the Project shall be performed under the terms of the Agreement. Once a construction Project is completed, it is no longer covered by this Agreement. For the

purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice of Completion.

2.3 Covered Work: This Agreement covers, without limitation, the work of all trades that is within the craft jurisdiction of one of the Unions signatory to this Agreement, and which is directly or indirectly part of the Project.

2.3.1 This Agreement shall extend after the Notice of Completion to, apply during start up and warranty periods, unless the work is performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. On-site work includes work done for the project in temporary yards, or areas adjacent to the project, and at any on-site, or off-site batch plant constructed solely to supply materials to the project.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, which includes the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Other trucking, such as common carriers, suppliers and miscellaneous deliveries, shall not be covered by this Agreement. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.4 Labor Disputes: Any labor disputes subject to the terms of this Agreement and involving the application or interpretation of the collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.

2.5 Work covered by the Agreement with the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such work. Without impacting rights or obligations of the District in any way, work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV, XII, and XIII of the Agreement shall prevail and be applied to such

work. Work covered by the Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles IV, XII and XIII of the Agreement shall prevail and be applied to such work.

2.6 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast prefabricated or preassembled materials, tools or other labor saving devices. Lawful fabrication provisions of the appropriate national or local collective bargaining agreements shall be applicable.

2.7 Exclusions:

(1) The Agreement shall be limited to construction work on the Projects as listed in Addendum B and is not intended to, and shall not govern any construction work other than the Projects specifically identified herein or otherwise performed at the District at any time prior to the effective date or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Projects as identified herein.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

(4) The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

(5) This agreement shall not apply to the following excluded work ("Excluded Work");

- a. Installation and programming of network equipment.
- b. Solar construction already under contract prior to the effective date of the PLA
- c. Off-site and on-site installation, repair, warranty, startup and maintenance of modular structures within the footprint of the modular building. Modular building may be constructed for vending, restrooms, athletic and storage needs, inclusive of the connection to on-site utilities and plumbing provided as a part of the PLA included work.
- d. On-site supervision of work required by a vendor or manufacturer to protect a manufacturer's warranty.
- e. Any work where the District has a proprietary vendor
- f. On-site geotech, testing and special inspection work not included as part of a published Department of Industrial Relations prevailing wage determination.

(6) The Agreement shall not apply to Excluded Work as defined herein or to any project using federal funds if such application would result in forfeiture of those funds.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for any work comprising one or more of the Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a precondition of accepting an award of a construction subcontract to agree in writing by executing the Letter of Assent attached as Addendum A to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, neither the District nor the Contractor/Employer shall be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Projects:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on any Project included within the scope of the applicable Projects, at the job site of any such Project or at any other facility of the District because of a dispute on a Project. Any such disputes are to be addressed through the dispute resolution process as set forth herein and in applicable law. Disputes arising between the Union and Contractor/Employers on other District projects not expressly governed by this Agreement are not governed by the terms of the Agreement.

(2) It shall not be considered a violation of this article for a Union to withhold labor (but not picket) from any Contractor/Employer who fails to make its timely payment of Trust Fund contributions or fails to meet its weekly payroll. The affected Union shall give 72-hour written notice to the District and to the Contractor/Employer prior to withholding labor due to a Contractor's failure to make timely payment of Trust Fund contributions and 24- hours written notice to the District and to the Contractor/Employer when a Contractor/Employer fails to make weekly payroll or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks, during which time the Contractor/Employer shall have the opportunity to correct the default

(3) As to employees employed on any applicable Projects, there shall be no lockout of any kind by a Contractor/Employer covered by this Agreement.

(4) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor/ Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on a project within seven (7) days.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) A party invoking this procedure shall notify Tom Angelo, as the permanent arbitrator, or Robert Hirsch, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Contra Costa County Building and Construction Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The arbitrator shall notify the parties by facsimile or telephone of the place and time for hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

(7) The fees and expenses of the arbitrator shall be divided equally between the parties.

(8) The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or

disputes which they may have regarding non-Capital Improvement Plan construction work and operations; provided, however, that any such activities by the signatory Unions shall not disrupt or interfere in any way with any work at any District site.

Recognizing the above, and in order to carry out the principles of this Agreement, the parties agree:

A. Should a signatory Union have a dispute with regard to non-covered work on or adjacent to property, the signatory Union will notify the Contra Costa Building and Construction Trades Council prior to undertaking, on or adjacent to the property, any public activity regarding the dispute, and representatives of the union and the Council shall meet with the representatives of the District (and its Program Manager) to discuss and review the appropriate, valid, legal manner and means by which the signatory Union may undertake its activities with regard to this dispute (giving due consideration in such discussions and review to the traditional concerns for the ongoing operations of the Project) and to the importance of the continuity of the work covered by the Master Agreement, and develop a program which allows the signatory Union to exercise its legal rights, but at the same time eliminates any possible disruptive effect on the ongoing Projects subject to this Agreement; and finally

(9) Should any signatory Union or the District (or its Program Manager/Project Contractors) become aware of a possible or actual labor dispute not subject to the terms of this Agreement and involving non-signatory unions which may result in public activity on or about the District property by such non-signatory unions, the representative of each will jointly meet to discuss such activity and to work together, using their best efforts, to avoid having such activity adversely impact or otherwise delay or interfere with ongoing Projects that are subject to the terms of this Agreement.

ARTICLE V

NO DISCRIMINATION

5.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the applicable Projects.

ARTICLE VI

UNION SECURITY

6.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

6.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or

before 8 days of consecutive or cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law. The payment of fees under this section shall meet the requirements of this Agreement and no employee covered by this Agreement shall be required to join any union as a condition of being an employee on the Projects.

6.3 All employees working on the Projects shall be governed by the applicable Union Security clause of the applicable craft's "Schedule A" Agreement. Employees hired by the Contractor(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union

6.4 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Projects, provided it is not disruptive to the work of the Projects or the operations of the District.

ARTICLE VII

REFERRAL

7.1 Contractor/Employers performing construction work on any of the Projects described in this Agreement shall, in filing craft job requirements, be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal Law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors and key employees above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall promptly provide the appropriate Union with the name and address of such employee(s) and shall promptly refer such employee(s) to the appropriate Union to satisfy the requirements of Article VI of this Agreement.

7.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents

of Contra Costa County and the greater East Bay Area to meet the needs of the Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified East Bay Area residents as journeyman and apprentices on this Program and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

ARTICLE VIII

BENEFITS

8.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the project in the amount designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

8.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreement, as described in Section 8.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE IX

EMPLOYEE GRIEVANCE PROCEDURE

9.1 All Contractor/Employee(s), including any Contractor/Employer which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its employees working on the applicable Projects, shall be bound to the grievance procedure contained in the Master Agreement of the craft representing the employee(s) involved in the dispute. Such Contractor/Employer shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE X

COMPLIANCE

10.1 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers working on applicable Projects. The District shall take cognizance of and help monitor compliance with the prevailing wage requirements of the State.

ARTICLE XI

GRIEVANCE ARBITRATION PROCEDURE

11.1 The parties understand and agree that in the event any dispute between the Unions and any Contractor/Employer arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 11.1 may be extended by mutual written agreement of the parties.

11.2 Grievances shall be settled according to the following procedures:

- Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

- Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of one (1) representative of the District; one (1) representative of the Program Manager; and two (2) representatives of the Contra Costa Building & Construction Trades Council. If the dispute is not resolved within such time

(five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3. The Union(s) shall notify its international union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected utilizing the striking method from the list of arbitrators deemed suitable by the parties.

The decision of the Arbitrator shall be binding on the Unions and the Contractor/Employer. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 11.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XII

JURISDICTIONAL DISPUTES

12.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

12.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

12.3 For the convenience of the Parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Contra Costa Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

12.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this Section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer, Project Manager and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIII

APPRENTICES

13.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a California State-approved Joint Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

13.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

13.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

13.4 Apprentice workers may be made available to non-union contractors to the same extent as union contractors.

ARTICLE XIV

LOCAL HIRE

14.1 Unions will exert their utmost to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District high schools first, residents of Antioch second, and residents of the surrounding communities (Pittsburg, Baypoint, Oakley and Brentwood) third, to meet the needs of the Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the

referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District high schools, residents of Antioch and residents of surrounding communities as journeymen and apprentices on the Program and entrance into such apprenticeship and training programs as may be operated by the signatory unions.

ARTICLE XV

HELMETS TO HARDHATS

15.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

15.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on any applicable Project and of apprenticeship and employment opportunities for any such Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XVI

MANAGEMENT RIGHTS

16.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVII

SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or work which will meet the obligations to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines the all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

[Remainder of this page intentionally left blank.]

ARTICLE XVIII

MISCELLANEOUS

18.1 The Agreement shall be included as a condition of the award of construction contracts for the Project.

18.2 This Agreement shall become effective on the day the District awards the first contract covered by the scope of this Agreement, provided that all Union signatories have first executed this Agreement, and shall continue in full force and effect until the Projects are complete.

Antioch Unified School District

BY: _____

DATE: _____

Contra Costa Building & Construction
Trades Council AFL-CIO (Council)

BY: _____

DATE: _____

Greg Feere
C.E.O.

UNIONS

Asbestos Workers Local 16

Boilermakers Local 549

Bricklayers Local 3

Northern California Regional Council
of Carpenters for and on Behalf of
Their Affiliated Crafts

Sheet Metal Workers Local 104

Operating Engineers Local 3

Painters District Council 16

Sprinkler Fitters Local 483

United Association Local 342

Teamsters Local 315

Hod Carriers Local 166

Roofers Local 81

Iron Workers Local 378

Laborers Local Union 324

Laborers Local Union 67

Cement Masons Local 300

Electrical Workers Local 302

Plasterers Local 66

United Association Local 159

United Association Local 355

Elevator Constructors Local 8

ADDENDUM A

Form of Agreement To Be Bound

[Date]

[Addressee]

[Address]

[City and State]

RE: (NAME OF PROJECT),
Project Labor Agreement – Letter of Assent

Dear Mr./Ms.

The undersigned party confirms that it agrees to be a party to and bound by the (NAME OF PROJECT), Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (NAME OF PROJECT). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Motor Carrier (CA) Permit Number: _____

Name and Signature of Authorized Person: _____

(Print Name)

(Title)

(Signature)

(Telephone Number)

(Facsimile Number)

ADDENDUM B

Projects

Antioch High School

Modernization of classroom buildings

Construction of new administration and library building(s)

Construction of new cafeteria facility

Appurtenant site work associated with above projects